

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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CENGAGE LEARNING, INC.; MCGRAW-HILL
GLOBAL EDUCATION HOLDINGS, LLC; PEARSON
EDUCATION, INC.; and BEDFORD, FREEMAN &
WORTH PUBLISHING GROUP, LLC,

Plaintiffs,

v.

Case No. 18-cv-7382-VM

OLEG IELISEVYCH; ROTISLAV SHAPIRO;
GRIGORY NAYMAN; BLAKE KENNARD; PHIL
MARQUIS; ALBERT COHEN SEDGH; SHAKEEL
KHAN; BUYBACK EXPRESS INC.; ALLAN WALTER
GRIESE; TIM KREJDOVSKY; SERGEI ORLOV;
VIKTORIA ORLOVA (A/K/A VICTORIA RONK);
ALEJANDRO MORALES PEREZ; SMART
PURCHASE LLC; MICHAEL RUBIO; MIRIAM
TURNER (A/K/A MIRIAM GARNER); and WIZE
DEALZ, LLC.

Defendants.

**~~[PROPOSED]~~ FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANT
BUYBACK EXPRESS INC.**

Plaintiffs Bedford, Freeman & Worth Publishing Group, LLC, Cengage Learning, Inc., McGraw Hill LLC (successor in interest to McGraw-Hill Global Education Holdings, LLC), and Pearson Education, Inc. (collectively, the “Plaintiffs”) filed a complaint against Buyback Express Inc. (“Defendant”), alleging claims of infringement pursuant to the Copyright Act, 17 U.S.C. § 101, and trademark counterfeiting pursuant to the Lanham Act, 15 U.S.C. § 1114. The parties indicate that they have settled this matter. In connection therewith, the parties have jointly stipulated to entry of this Final Judgment and Permanent Injunction.

NOW THEREFORE, it is hereby:

I. ORDERED that final judgment is **ENTERED** for Plaintiffs against Defendant.

Each party shall bear its own costs and expenses, including its attorney's fees.

II. ORDERED that a permanent injunction is **ENTERED** in this action as follow:

Defendant, its officers, directors, employees, agents, and attorneys and all those in active concert or participation with them who receive actual notice of this injunction are enjoined from:

- a. Directly or indirectly infringing any of Plaintiffs Copyrighted Works, including any copyrighted work published under any of the imprints identified on Appendix A hereto¹;
- b. Directly or indirectly infringing any of Plaintiffs Marks²;
- c. Directly or indirectly manufacturing, reproducing, importing, distributing (including returning goods purchased from another), offering for sale, and/or selling infringing copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks; and
- d. Knowingly (i.e., with actual knowledge or reason to know) enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing

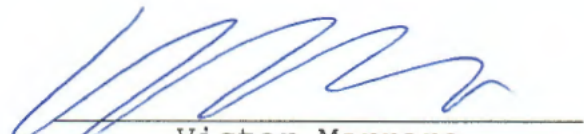
¹ "Plaintiffs' Copyrighted Works" means any and all textbooks or other copyrighted works, or portions thereof, whether now in existence or later created, regardless of media type, the copyrights to which are owned or exclusively controlled by any of the Publishers or their parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, and assigns, whether published in the United States or abroad.

² "Plaintiffs' Marks" means any and all trademarks and service marks, whether now in existence or later created, which are owned or exclusively controlled by any of the Publishers or their parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, and assigns, whether used in commerce in the United States or abroad.

others to directly or indirectly infringe, manufacture, reproduce, import, distribute, offer for sale, and/or sell infringing copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks.

- III. ORDERED** that the following amounts in the accounts listed below shall be disbursed to Plaintiffs through their counsel Oppenheim + Zebrak, LLP:
- a. The Bank of Edwardsville (*4801): \$15,000
- IV. FURTHER ORDERED** that the Defendant shall pay Plaintiffs, through their counsel Oppenheim + Zebrak, LLP, \$70,000.00 pursuant to the terms of the settlement agreement.
- V. FURTHER ORDERED** that the Court retains jurisdiction for the purpose of enforcing this Order and until such time as the settlement has been fully paid pursuant to the settlement agreement. Without limiting the foregoing, Plaintiffs may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Permanent Injunction.
- VI. FURTHER ORDERED** that this Order replaces the Court's Stipulated Preliminary Injunction issued in this matter as to Defendant Buyback Express Inc. (ECF Doc. 21), and, subject to and consistent with the terms of this Permanent Injunction, the Stipulated Preliminary Injunction Order is immediately dissolved with prejudice.

SO ORDERED this 23 day of February, 2021.


Victor Marrero
U.S.D.J.

Appendix A: Plaintiffs' Imprints

Cengage Learning	Macmillan Learning
Brooks Cole Cengage Cengage Learning Course Technology Delmar Gale Heinle Milady National Geographic Learning South-Western Educational Publishing Wadsworth	Bedford, Freeman & Worth High School Publishers Bedford/St. Martin's BFW BFW High School Publishers Freeman Macmillan Learning W.H. Freeman & Company Worth Worth Publishers
McGraw Hill	Pearson
Irwin Lange McGraw-Hill McGraw-Hill Education McGraw-Hill Higher Education McGraw-Hill Professional McGraw-Hill Ryerson McGraw-Hill/Appleton & Lange McGraw-Hill/Contemporary McGraw-Hill/Dushkin McGraw-Hill/Irwin McGraw Hill NTC/Contemporary Osborne Schaum's	Addison Wesley Adobe Press Allyn & Bacon Benjamin Cummings Brady Cisco Press Financial Times Press/FT Press IBM Press Longman New Riders Press Peachpit Press Pearson Pearson Education Que Publishing Sams Publishing